

September 29, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Annette Opalczynski
PROCUREMENT OFFICER
302-255-9295

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS-09-575
Personal Care Products

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OF
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from October 1, 2009 through September 30, 2010. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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All State Distributors
Northeast Inc.
190 Crystal Run Road
Middletown, NY 10941
E.I. #: 141736317
Contact: Jaimie Gleason
Phone #: 845-692-7130
Delivery: 7-31 Days ARO
F.O.B.: Destination
Terms: Net 30 Days
Fax #: 845-692-7150

Bob Barker Company, Inc.
134 North Main St.
Fuquay-Varina, NC 27526
EI# 56-1558062
Contact: Jackie Martin
Phone: 800-334-9880 Ext. 410
Delivery: 7-30 Days ARO
F.O.B.: Destination
Terms: Net 30 Days
Fax: 800-322-7537

Morris Siegel Co.
Div. of Service Solution
4131 Amos Ave.
Baltimore, MD 21215
Contact : Samuel Stahl
Phone #: 410-764-1074
Fax #: 410-764-1989
EI#: 52-1821400
Delivery: 7-14 Days
FOB: Destination
Terms: Net 30 Days
Minimum Order: \$50.00

Amercare Products
17661 128th PL NE
Woodinville, WA 98072
Contact: Wendy Hemming
Phone: 425-489-9575
Fax: 425-486-3875
EI #: 91-1552820
Delivery: 7 – 10 Days ARO
FOB: Destination
Terms: Net 30 Days

3. VENDORS (continued):

Wholesale Janitor Supply Co.
Germay Industrial Park
26 Germay Drive
Wilmington, DE 19804
Contact Person: Dominick Ferrari
Phone: 302-655-5722
Fax: 302-655-5724
EI#: 510229702
Delivery Days: 3-5 Business Days ARO
FOB: Destination
Terms: Net 30 Days

American Amenities
17280 Woodinville-Redmond Rd. NE
Suite 804
Woodinville, WA 98072
Contact: Larry Kong
Phone: 425-489-1899
Fax: 425-487-2939
EI # 91-1667115
Delivery Days: 5-10 days
FOB: Destination
Terms: Net 30 days

The Bert Drobbin Company
87-11 111th Street
Richmond Hill, NY 11418
Contact Person: Robert Lewis
Phone#: 718-847-2010
EI#: 112115454
FOB: Delivered-Vendor pays shipping
Delivery Days: 30 days
Terms: Net 30
FAX #: 718-805-1318

4. PRICING:

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Prices will remain firm for the term of the contract year.
Escalator clauses are not accepted.

Minimum case requirements will not be accepted. The State of Delaware will only honor minimum order requirements of \$50.00.

Pricing can be found on the Appendix A- Award Notice Pricing Spreadsheet

ADDITIONAL TERMS AND CONDITIONS

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5. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

6. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

8. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. REQUIREMENTS:

- a. Upon delivery, product shall be inspected by an authorized representative of the agency, and if found defective or if it fails in any way to meet specifications as indicated in the bid quotation section, it may be rejected. The decision(s) of the Chief of Procurement of the Department of Health & Social Services shall be final. All rejected material will be replaced by the supplier within seven (7) days.
- b. Packaging must be adhered to. All items must be stated as "each, "box" or other specified quantity.
- c. Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the agency, shall permit the agency to purchase in the open market, products of comparable grade to take the place of those products that were not delivered. On all such purchases, the vendors shall reimburse the agency for an expense incurred in excess of contract prices.

REQUIREMENTS (continued):

- d. If the vendor cannot supply an item, he must get approval to submit an approved equal at the same price, from Delaware Health and Social Services, Procurement Office. This must be done prior to delivery. If the vendor fails to supply an item, Delaware Health & Social Services has the right to authorize the ordering agency to order an equivalent product on the open market and to charge the vendor the price difference. Items that are discontinued by the manufacturer are also subject to this policy.
- e. All items delivered during the life of the contract shall be of the same type and manufacture as specified in the bid, unless specific approval is given by DHSS-Procurement to do otherwise. Substitutions require the submission of written specifications and product evaluation prior to any approvals being granted.
- f. Vendor Emergency Response Point of Contact: The vendor shall provide the names and telephone numbers of those individuals who can be contacted twenty-four hours a day, seven (7) days a week if there is a critical need for commodities or when the Governor of the State of Delaware declares a State of Emergency.
- g. **INMATE PERSONAL CARE ITEMS MUST NOT CONTAIN ANIMAL PRODUCTS.**

10. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.